

Collective Bargaining Agreement
Between
Madera Unified School District
And
California School Employees Association
Local Chapter No. 169
July 1, 2009 — June 30, 2012

Madera Unified School District
Office of Labor Relations
Revision September, 2010

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ARTICLE I RECOGNITION

- 1.1** This agreement is made and entered into this ***20th day of July 2010***, by and between the MADERA UNIFIED SCHOOL DISTRICT, herein referred to as District, and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its MADERA CHAPTER #169, hereinafter referred to as CSEA.
- 1.2** The District recognizes CSEA as the exclusive representative for that unit of employees recognized by the Public Employees Relation Board in the Certification of Representation Form dated May 11, 1976, with modification as agreed to by the District and the Association. That unit is defined as Classifications Represented by CSEA in Appendices.
- 1.3** CSEA, Chapter #169 is acknowledged as an affiliate of STATE CSEA and has the right to call upon STATE CSEA for what services it deems proper and necessary.
- 1.4** The purpose of this agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.
- 1.5** All newly created classified positions will be assigned in accordance with PERB rules regarding unit modification.
- 1.6** Exclusions:
Employees listed in Education Code section 45103, i.e., substitutes, noon aides, management, confidential, and supervisory employees are excluded from this agreement.

ARTICLE II AGENCY SHOP

2.1 Organizational Security

- 2.1.1** It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's legal right to require every bargaining unit worker, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 2.12** No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following (30) calendar days after the employee first comes into the bargaining unit.
- 2.13** Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or paying service fees to employee organizations, shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee

shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

- ☐ Madera United Way
- ☐ American Cancer Society
- ☐ Madera Educational Foundation

2.2 Dues and Service Fee Deductions

- 2.2.1** CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.
- 2.2.2** Subject to the terms of this Article, the employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect for the duration of this agreement, except as otherwise provided herein.
- 2.2.3** In the event an employee revokes a dues authorization, or fails to make arrangements with CSEA for the direct payment of service fees, pursuant to Education Code 45168 (b), the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.
- 2.2.4** The employer shall forward to CSEA monies so deducted within the normal warrant process period as established by the Madera County Department of Education except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this agreement. The District reserves the right to implement an administrative fee for the implementation of this article.
- 2.2.5** Along with each monthly payment to CSEA, the employer shall furnish CSEA with an alphabetical list of all employees in the bargaining unit, identify them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees, or charitable contributions.
- 2.2.6** Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- 2.2.7** The employer shall within ten (10) days notify the CSEA Chapter Treasurer if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee deduction authorization.
- 2.2.8** The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer

that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

- 2.2.9** CSEA agrees to hold the District agents and officers harmless and indemnify the District from any and all liability, harm, cause of action arising out of or in any way related to the enforcement of this article of the contract.

ARTICLE III DISTRICT RIGHTS

- 3.1** It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.

Included in, but not limited to those duties and powers, are the exclusive right to: Determine its organization; direct the work of its employees; determine the times, hours, and the locations of operations and personnel; determine the kinds of and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the method of raising revenue. In addition, the District retains the right to hire, classify, assign, evaluate, transfer, promote, terminate, and discipline employees. The exercise of the forgoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices thereof, and judgment and discretion in connection therewith, shall be limited only by the specific terms that are in conformance with the law.

CSEA agrees to use its best effort in collaboratively working with the District in identifying and implementing the best, most efficient, and effective support services for the District, while maintaining a safe environment for students and staff. Nothing herein shall limit the right of the District or CSEA to negotiate on issues relating to this provision.

- 3.2** The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
- 3.3** “Emergency” means any emergency declared by Federal, State, or local authorities outside the District, or calamity (i.e., fire, earthquake, flood, etc.), or unusual situation affecting the health and safety of students and staff or situations of a similar and highly unusual nature.
- 3.4** CSEA and the District are responsible for their own minutes.

ARTICLE IV ORGANIZATION EMPLOYEE RIGHTS

4.1 CSEA Rights

CSEA shall have the following rights as the exclusive representative:

The District and the Association shall not take any adverse action upon an employee's personal, political and organizational activities or preferences which are not in conflict with any statute or interfere with the employee's job performance.

4.2 Bulletin Board

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards assigned to the Association at least one of which shall be provided in each school and department.

4.3 Facility and Equipment Usage

The Association and its members shall have the right to make use of District equipment, buildings and facilities at reasonable times when not being used for school business and educational purposes with the permission of the appropriate site administrator or department head. The District equipment to be used by the Association shall be limited to the following:

- ☐ Typewriters
- ☐ Calculating machines
- ☐ Copiers for 35 copies or less
- ☐ VCR/TV
- ☐ Designated Microcomputers

With the exception of items in Section 4.4, all District equipment to be used by the Association will remain on school premises. All materials used on the above equipment shall be provided by the Association.

4.4 Typewriters, calculating machines, or projectors, may be taken off school premises with the understanding that an appointive or elected officer of the Association has received the prior approval of the site administrator/department head. The Association shall be responsible for loss of or damage to such equipment.

4.5 District Mail

The Association may use the District mail service and the employee mailboxes for communicating with employees. The Association mail will be addressed to the school site representative and the site representative will distribute the mail to individual members. All items distributed shall be clearly identified as to the name of the organization and signed by the President or Vice President. The Director of Human Resources shall receive a copy of each communication. This does not prevent distribution of Association information by other means.

4.6 Official Business

Authorized representatives of the Association, at the request of the Local Association shall be permitted to transact official business at work sites. Authorized representatives of the Association shall contact the work site manager or principal and

establish a mutually agreeable time to meet with the employee (s). The manager or principal will designate the meeting area and the Association will notify the employee(s) of the time and location of the meeting.

- 4.7** The Association representative shall have reasonable access to employees in the unit. Reasonable is defined as before and after scheduled work periods and lunch break.

4.8 Business Representatives

Business representatives other than staff at the request of the Local Association may be permitted to transact official business on school property at the duty free lunch period and after the normal duty day. The following procedure shall be followed when using this section:

- a. Letter of request must be submitted to the Director of Human Resources for approval.
- b. The Association and the supervisor shall mutually agree upon the time and location of the meeting.
- c. The supervisor shall provide an area or room to conduct the meeting.
- d. The employee or employees will be notified in writing by the Association as to the date and time of the meeting.
- e. The employee will have a choice to attend or not to attend the meeting.

4.9 Written Reports

Upon request the District shall furnish the President of the Association with one (1) copy of the budget information necessary for the Association to meet and negotiate.

4.10 Contract Distribution

Between thirty (30) and sixty (60) days after ratification of this agreement, the District shall print and distribute at no cost to the organization, one copy to each bargaining unit member, including any extension subsequently negotiated.

Any employee who becomes a member of the bargaining unit after the execution of this agreement shall receive one (1) copy of this agreement.

4.11 Other Employee Insurance

Tax sheltered annuities are available to employees pursuant to Education Code Section 44041. Employees may request reduction in their contract for Tax Sheltered Annuity purposes by completing the necessary forms and submitting them to the District Business Office no later than 5:00 p.m. on the first working day of the month affected. A cancellation request must be received in the Business Office by no later than the first working day of the month affected.

ARTICLE V HOURS AND OVERTIME

5.1 Work Day

A workday is defined in Education Code Section 45127.

5.1.1 "Workday" is eight hours.

5.1.2 "Workweek" shall be 40 hours.

5.1.3 "Layover" is considered that time during which the driver is not transporting students.

5.2 Exception to Working Hours

There may be variations of the workday in certain departments to conform to the need of the department. When the District deems it necessary, shifts will be assigned to early or late hours, or on Saturdays and Sundays, in order to accomplish the work. When a classified employee is assigned a work week other than Monday through Friday, and as a result thereof the employee loses a holiday to which he /she would otherwise be entitled, a substitute holiday shall be provided for such employee pursuant to Education Code sections 45203 and 45205.

5.3 Lunch Periods

All employees covered by this agreement shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no less than one-half hour and shall be scheduled for full-time employees by the employee's supervisor.

5.4 Rest Periods

5.4.1 Rest periods are compensated time during which employees do not perform services. The purpose of the rest period is to provide rest and relaxation to avoid accidents and improve employee productivity.

5.4.2 Duration

A rest period shall be no greater than fifteen (15) minutes in length.

5.4.3 Scheduling

The immediate supervisor shall be responsible for scheduling rest periods at or near the midpoint of each consecutive four (4) hour shift.

5.4.4 Entitlement

To be entitled to a paid fifteen (15) minute break, the employee must work a work schedule which as four (4) consecutive hours of work. A second fifteen (15) minute break will be scheduled for those employees who are scheduled for eight (8) consecutive hours.

5.4.5 Layover

A "layover" in excess of fifteen minutes that is utilized for rest and relaxation will be considered as a paid fifteen-minute rest period.

5.5 Overtime Compensation

- 5.5.1** The rate of authorized overtime compensation for all classified service is the hourly rate of the employee times one and one-half ($1\frac{1}{2}$) of the regular workday.
- 5.5.2** Overtime shall be considered anytime worked over an 8-hour day or a 40-hour week. If for all or certain classes of classified positions the established workday is less than eight hours but seven hours or more and the established work week is less than 40 hours but 35 hours or more, all time worked in excess of the established workday and work week shall be considered overtime pursuant to Education Code Section 45128.
- 5.5.3** The District shall provide compensatory time off or cash payment for overtime work in accordance with law and this negotiated agreement. The District shall carefully keep records related to the accrual of overtime. Employees subject to overtime payment shall complete a daily record of their time worked. Falsification of time records may result in disciplinary action against the employee and may subject him/her to civil and criminal penalties. Employees have the option to accept the overtime as pay or compensatory time off. CTO may be accrued up to a maximum of 240 hours (160 hours of overtime work). Employees may use CTO within a reasonable period of the employee's request to do so, provided that this does not unduly disrupt District operation. The District shall make cash payments for all CTO, which has not been taken within twelve (12) months of its accrual pursuant to Ed. Code Section 45129. No overtime or CTO shall be allowed except as authorized by an employee's immediate supervisor.
- 5.5.4** When an emergency occurs, the District representative shall give verbal notice of the overtime assignment and whether the district proposes to pay cash for the overtime or provide compensatory time off.

5.6 Workweek

- 5.6.1** Five consecutive days; overtime (Education Code section 45131 states: Notwithstanding the provisions of section 45131, the workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth and seventh day following the commencement of the workweek at a rate equal to one and one-half ($1\frac{1}{2}$) times the regular rate of pay of the employee designated and authorized to perform the work.
- 5.6.2** An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his/her workweek, be compensated for at a rate equal to one and one-half ($1\frac{1}{2}$) times the regular rate of pay of the employee designated and authorized to perform the work.
- 5.6.3** Positions and employees excluded from overtime compensation pursuant to section 45130 shall likewise be excluded from the provisions of this section.

5.7 Overtime - Equal Distribution

5.7.1 Overtime shall be distributed, and rotated as equally as is practical among qualified employees in the bargaining unit within each department. The District management specifically reserves the right to determine what the term "qualified" means as it applies to this article (see sections 5.12 through 5.20 for bus trip overtime).

5.7.2 Entitlement to overtime will be based upon the employee being available to do the overtime. Employees on a long term leave of absence will only be entitled to the proportionate amount of overtime, based on the days worked. Should all eligible employees refuse the overtime, the District shall have the right to assign the least senior/most qualified employee the overtime (see sections 5.12 through 5.20 for bus trip overtime).

5.8 Additional Training

Employees required by the District to take additional training shall be on a paid basis. Training done outside business hours to improve employee skills is on an unpaid basis.

5.9 Shift Differential

5.9.1 Members of the bargaining unit whose regular shift requires service up to or after 9:00 p.m. shall receive a premium of one (1) salary range above the regular rate for the respective classification.

5.9.2 Members of the bargaining unit whose regular work shift requires service after midnight, shall receive a two (2) salary range differential. Notwithstanding the above, when a member of the bargaining unit is working on a range differential, such differential shall not be paid during summer school recess, winter school break, spring school break, or such other times as schools are not in session for an extended time and the work can be accomplished during the day period.

5.10 Temporary Assignments

5.10.1 All classified employees shall be assigned to perform duties which are fixed and prescribed by the Governing Board. In the event an employee is assigned more than five (5) working days within a fifteen (15) calendar day period in a higher classification at a step representing a 2½ increase but no higher than step 6 of that higher classification. The increase will be for the entire period the employee is required to work out of the classification.

5.10.2 No employee shall assume a position in a higher classification without prior approval from the employee's supervisor.

5.10.3 If an employee assumes a position in a higher classification without prior approval, they shall not receive compensation for the higher classification.

5.11 Stand by Time

Employees, including bus drivers on special assignments (trips), including but not limited to athletic events, field trips, and curricular trips, who are required to remain

on standby during the event shall be paid their regular rate of pay for the standby time. Whenever the combination of working (driving) and standby hours exceeds the established workday as defined in this agreement, the employee shall be compensated at the appropriate overtime rate.

5.12 Bus Route, Trip, Extra Work Assignments

Daily bus routes shall be assigned by bargaining unit seniority using the bidding process. The driver with the greatest bargaining unit seniority (within its classification) shall select his/her route first and the process shall proceed in descending order until all routes are taken.

The bidding process shall be accomplished prior to the start of a year round school schedule. The District shall notify all drivers at least ten (10) calendar days prior to the day of bid.

All routes shall be made available for review no later than noon of the workday prior to the day of bid. It is understood that changes may be made to the routes after they have been made available for review due to student enrollment. Bidding shall not occur prior to 7:00 A.M. on bid day. Contracted drivers will be scheduled by seniority in five (5) minute intervals. If a driver does not bid within five minutes of his/her scheduled bid time, the next driver may proceed to bid the remaining routes. There will be a twenty-minute break after each twenty bids. Drivers unable to attend the general bid may authorize an employee in the bargaining unit to bid on his/her behalf by use of a proxy statement. The proxy statement shall be in writing and approved by the employee's supervisor prior to the bid. Management has the right to assign buses to specific routes. The driver can select all other buses at the time of bid based on the need of the route.

At no time shall a route exceed eight (8) hours per day. The bidding shall be for the 2004/2005, 2005/2006, 2006/2007 – school years only. The drivers shall remain on the routes and buses that they selected for the 2006/2007 school year. Drivers will remain on these routes unless the following conditions occur:

1. If the District decides to open a route due to retirement, termination, resignation or a newly established route, the following will occur:
 - a. District will advertise the open route to contracted drivers first. If more than one driver turns in a letter of interest for the open route, selection will be determined by seniority.
2. District will open any route that has increased more than one (1) hour at any one time or cumulative for any one school year. If more than one (1) driver turns in a letter of interest for the open route, selection will be determined by seniority.
3. CSEA and the District agree that they will negotiate any proposal of elimination or reduction of hours on any route.

5.13 Eligibility for Bus Trip Assignments

- 5.13.1** Probationary employees will be restricted to trip assignments in the District School Boundaries only (after an employee has completed his/her probationary period, he/she shall be eligible for all trips that they have

demonstrated driving proficiency to our District, California Department of Education School Bus Driver Instructor without any restrictions).

- 5.13.2** Trip assignments will be assigned at least four (4) workdays in advance when possible. Employees shall submit written confirmation/verification of acceptance or rejection of the trip assignment within twenty-four (24) hours of posting.
- 5.13.3** Failure to sign the confirmation sheet/verification sheet within twenty-four hours of posting will result in that driver going to the bottom of the rotation list. Any driver who has been assigned a trip that he or she is not qualified for will be offered the next available trip that he or she is qualified for. That driver will go back to their original place in the rotation list after they are offered a trip that they are qualified for, whether or not they took the trip.
- 5.13.4** All drivers must have current route sheets, filed with the dispatcher, in order to be eligible for any trips (current is defined as not older than thirty (30) days).
- 5.13.5** An employee who does not wish any trip assignments and therefore does not wish to be included in the trip assignment process may submit such request in writing at any time during the year. The employee will be removed from the trip assignment process and upon return will be placed back on the trip rotation list(s) based on his or her seniority.
- 5.13.6** Any driver who is off work for any reason and has been assigned a trip the day that the driver is off will forfeit the trip and be placed back in their place on the rotation list. If a driver is off of work on the day prior to a day that they had been assigned a trip, that driver will forfeit the trip and be placed back in their place on the rotation list.
- 5.13.7** If an employee is on personal sick leave due to an illness for any portion of the work day, preceding a Saturday, Sunday or Holiday trip, the employees Saturday, Sunday and holiday trip will be reassigned to another driver according to the criteria in 5.17 and both drivers will be placed at the bottom of the rotation list.
- 5.13.8** An employee who is off work for more than ten (10) consecutive workdays due to any type of paid leave including vacation will be removed from the trip assignment process. Upon return to work the driver will be placed back on his/her place on the rotation list.
- 5.13.9** If the driver has had the opportunity for special training and has not completed said training, and a trip comes up that requires special training, they will be charged for that trip (exception: band van). Any driver absent the day before a weekday trip must contact dispatch by 12:00 noon of the previous day to confirm trip.

5.14 Multi-day Bus Trips

A multi-day trip assignment shall be paid the actual number of hours worked each day

shall be charged as a trip. If a driver is called back for any reason they will be paid a minimum of two (2) hours.

5.15 Procedure for Extra Transportation Work Assignments

- 5.15.1** Extra work is defined as any work that the dispatcher has to assign for the day, not already on a contracted driver's contract.
- 5.15.2** An "Extra Work Sign-up" sheet will be posted on Thursday of each week for extra work for the following week.
- 5.15.3** To be eligible for extra work the next week, the driver must sign the "Extra Work Sign-up" sheet every Thursday between 6:00 a.m. and 4:30 p.m. An employee, who is away from the work site the entire period from 6:00 a.m. – 4:30 p.m. on Thursday due to an approved leave or assigned trip, shall be permitted to sign-up on their next workday.
- 5.15.4** Extra work will be assigned daily by seniority according to the drivers that sign the "Extra Work Sign-up" sheet and that are not already scheduled to work during that time. Extra work will be assigned to drivers with less than an 8-hour contract before using an 8-hour driver if that work fits into their schedule. All over-time and extra-time must be approved by office staff.
- 5.15.5** Bus drivers will be allowed to leave work early when all required functions have been completed. This early dismissal constitutes a period of "Flex Time". Sixty (60) minutes a day will be assigned to each bus driver, in addition to actual driving time, for the purpose of completing extra work that is not driving and defined as "Flex Time". "Flex Time" is any extra work that is not driving or as defined below. This will include but not be limited to:

1. Up-Dating Route Sheets

The bus drivers will, within the first two (2) weeks of school, develop route sheets for their assigned route, which are accurate with times and directions. These route sheets must be maintained through-out the school year by the drivers and up-dated as needed or within 30 days of the last dated route sheet.

2. Washing The Outside Of The Bus

The outside of the driver's assigned school bus shall be washed once a week or as often as needed. If your assigned school bus is out of service for more than five (5) days, the driver will wash the spare school bus assigned to that route.

3. Cleaning The Inside Of The Bus

The inside of your assigned school bus shall remain clean at all times. This will include sweeping the floor once a day, dusting the dash, ridge, sun visor, and rear shelf as needed, removing graffiti from the seats, and cleaning the inside of the windows as needed.

4. Meetings With Office Staff

The District may call individual meetings of bus drivers to discuss routing, bus care, and other matters at the District's discretion. Every effort will be made by the District to initiate individual meetings during the midday. Bus drivers are expected to respond and attend these meetings promptly. Should required meetings be extremely lengthy and beyond what the District is allowing for "Flex Time", the issue of paid reimbursement will be dealt with on an individual basis.

5. Renewal of License, Medical or Special Certificate

This will include all testing at the DMV, CHAP, doctor appointments for your DL-51 medical and TB testing. If for some unforeseen reason the appointment takes an abundance of time that is over the normal appointment time, that time may be paid if documentation of such is provided and will be dealt with on an individual basis.

6. Student Discipline

This will include the writing of referrals, dealing with security, returning a student to school or any other time for student control or discipline.

7. Returning Students To School

This would include students who have missed their stop, rode on the wrong bus or the parent/guardian was not at the bus stop.

8. Fueling The School Bus

The bus driver will fuel the bus when the fuel gauge reads one half (1/2) or as often as needed or directed.

5.16 Extra Transportation Work Assignment Exceptions

When an extra work assignment is estimated to place an employee in an overtime status, the assignment must first be offered to the next senior driver that will not be placed in an overtime status unless no other driver is available.

5.16.1 Dispatch will consider proximity with regard to school and distance to be traveled by the assigned driver, i.e., if a mid-day or evening activity is to depart from a country school, the driver with the assigned route nearest the school will be assigned for scheduling reasons and to avoid late pick-ups.

5.16.2 Drivers that do not have enough work assignments to fulfill their daily contracted hours will have priority for extra work over all other drivers. The dispatcher can assign any extra work without regard to what the driver signed up for on the "Extra Work Assignment" sheet when the driver needs to fulfill their daily contracted hours.

5.16.3 Extra work assignments will be made on a daily basis.

5.16.4 An employee who has signed the extra work sheet and declines the work that is assigned shall be excluded from working any more extra work assignments for the next five working days. If extra work has not been assigned, the driver has the option to remove their name from the extra

work list without being penalized.

- 5.16.5** The District has the right to use substitutes when there is less than two hours notice of a requested assignment to transportation or there is no contracted driver that has signed up for a particular assignment.

5.17 Trips

- 5.17.1** Trips will be assigned in the following manner:

1. At the beginning of every traditional school year, trip list(s) will be created with all drivers listed by seniority. Contracted drivers will be assigned trips by rotation using seniority as a trip list and starting the new year with the most senior driver on the list.
2. There will be five (5) lists. One for Monday through Friday, one for Saturday, Sunday & holiday trips, one for Monday through Friday Late List, one for Saturday, Sunday and Holiday Late List (less than 48 hours and more than 2 hours), and one for the Band Truck and Trailer.

- 5.17.2** All trips will be assigned by date and then by numerical order.

- 5.17.3** In cases where the Department of Transportation receives a request for a trip or extra work assignment with less than two hours notice, the District shall assign any driver, regular or substitute, to the assignment without regard to any of the lists in order to serve the needs of the students and staff.

- 5.17.4** Saturday, Sunday, and holiday trips will be distributed separately from weekday trips. Starting at the beginning of each traditional school year, Saturday, Sunday, and holiday trips will be assigned according to the Saturday, Sunday, Holiday Trip List beginning with the most senior driver.

- 5.17.5** If a trip requires special training or license endorsement, the driver next in line with the required qualifications will be offered that trip. The driver will be charged for that trip.

5.18 Bus Paperwork Requirement

All required paperwork must be submitted at the end of the day or the following morning. Any employee absent may turn in paperwork upon return to work.

5.19 Trips Requiring Special Licenses

- 5.19.1** The pick-up truck and fifth wheel trailer currently labeled as the "band van".

- ❖ During a school paid function, all properly licensed contractual transportation drivers must be given the opportunity to accept any trip that required driving the band van before any other properly licensed MUSD employee. Transportation drivers must be asked starting with

the properly licensed transportation driver with the least amount of overtime, then asking all other properly licensed transportation drivers in ascending order according to their overtime, regardless how high their total amount of overtime is.

- ❖ If the trip is to be paid for by the Band Booster Club and a properly licensed band booster member is unavailable to drive the band van, then properly licensed transportation drivers must be asked before any other properly licensed MUSD employee.

ARTICLE VI PAY AND ALLOWANCES

- 6.1** For the 2006-2007 fiscal year, the classified salary schedule shall be increased by 3%, effective July 1, 2006.

For the 2007-2008 fiscal year, the classified salary schedule shall be increased by 5%, effective July 1, 2007.

- 6.2** Longevity: The District agrees to provide an additional monthly stipend during the months of service as follows:

- .022 of the employee's salary for completion of 10 years in MUSD
- .032 of the employee's salary for completion of 15 years in MUSD
- .042 of the employee's salary for completion of 20 years in MUSD
- .052 of the employee's salary for completion of 25 years in MUSD
- .062 of the employee's salary for completion of 30 years in MUSD

The percentages are not cumulative. The unit member must have completed the year to receive the longevity percentage.

6.3 Mileage Reimbursement

Any bargaining unit employee required by the District to use their vehicle on approved district business shall be reimbursed at the standard IRS rate per mile. The mileage computation shall include mileage from the primary work site to the secondary work site. If required to return to the primary work site, mileage will be paid. This amount shall be payable in a separate warrant drawn against district funds upon submission of a proper and correct claim by the bargaining unit employee to the District Office.

6.4 Meal Reimbursement

All bargaining unit members who receive prior administrative and/or board approval for travel which requires that the employee incur meal expenses shall be reimbursed. It is required that the employee submit a complete and accurate request for reimbursement on a district approved form along with any necessary documentation. The employee shall be reimbursed the reasonable cost for meals not to exceed the IRS approved rate.

No reimbursement for meals will be made when meals are provided by the District.

- 6.4.1** Bus Drivers meal reimbursements while on field trips shall be in accordance with

section 6.4.

6.5 Lodging Reimbursement

All bargaining unit members who receive prior administrative and/or Board approval which requires the employee to incur lodging expenses shall be reimbursed. It is required that the employee submit a complete and accurate request for reimbursement on a district approved form along with any necessary documentation. The employee shall be reimbursed for the full cost of the employee's lodging.

6.6 Uniforms

6.6.1 Purpose

It is an objective of MUSD to promote safety, visibility, and conformity among particular employee groups. The intent of the District is to require certain members to wear a District-supplied uniform while performing their duties.

6.6.2 Procedure

The site/department will pay for the initial cost of uniforms and yearly replacement out of their site/department budgets. Uniforms will be consistent by classification and will be determined by a representative group of management, CSEA designee, and unit members from the site/department involved.

Department Heads/Principals shall require of employees who benefit from District-provided uniforms that they be properly worn at all times the employee is on duty.

Mechanics and EPA Pest Control Employees will have their uniforms laundered at the expense of the District. All other employees will launder and maintain their issued uniforms at their own expense.

Employees must surrender their issued uniforms to the site/department upon leaving employment with the District.

6.7 Additional License Requirement

6.7.1 The District will reimburse the one-time cost of employee's successful completion of license exam.

6.7.2 The following procedures will be followed in order to have necessary personnel with the proper license requirements:

- ❖ The District will determine the number of license upgrades needed.
- ❖ The District will first ask for volunteers.
- ❖ If there are no volunteers, the District could assign this responsibility to employees, beginning with the least senior and their job description would be amended to update the license requirement.
- ❖ New hires would be required to pass license requirements as a condition of employment.

6.8 Call Back

6.8.1 If a classified employee leaves the District premise after completing their scheduled work day and is called back to the District premises to perform emergency or other work, the employee will be entitled to pay for time spent on performing the work. Call back pay is not required when an employee works beyond their normal schedule and/or employee works overtime.

6.8.2 Employees "called back" shall receive a minimum of two (2) hours pay at their regular rate.

6.9 Bilingual Stipend

The District shall provide a 2% stipend for at least one qualified bilingual unit member at each school site and district office selected by the District to regularly perform bilingual translation and interpretation in addition to the unit member's regular assignment. This does not preclude other district employees from periodically performing these responsibilities.

ARTICLE VII HEALTH AND WELFARE BENEFITS

7.1 Medical Insurance

7.1.1 Unit members employed for more than four (4) hours are eligible for the following benefits:

- a. **Health Insurance:** Will be offered for employees and eligible dependents within benefit specifications.
- b. **Dental Insurance:** Delta Dental for employees and eligible dependents within benefit specifications.
- c. **Vision Insurance:** Vision Services Plan coverage for employee and eligible dependents within benefit specifications.

7.1.2 The District agrees to pay ninety percent (90%) of the total insurance premiums (tenthly) for the CVT Plan 3 Health & Welfare package. CSEA agrees to offset the cost of health benefits for future negotiations as part of the total compensation negotiations. This does not preclude the District from negotiating other cost offsets to available money for salary increases including step and longevity costs and the cost associated with the Merit System.

The District and CSEA agree to establish a joint health and welfare benefits committee to review current health benefits for unit members and discuss options for cost containment. The committee shall convene no later than January 10, 2008.

7.1.3 Bargaining unit members who are employed less than four (4) hours per day in a regular assignment or who are on a non-compensated leave of absence shall be

excluded.

7.1.4 Eligibility Criteria

A classified employee is eligible to enroll for health, dental and vision coverage within thirty (30) days from the date of employment. Regular employees who do not enroll in the insurance group or plans may enroll at specified openings and/or new contract dates. To qualify for insurance coverage the first of the following month after the date of hire, employees must work more than half ($\frac{1}{2}$) the working days in a calendar month. If an employee does not work the required number of days, insurance coverage takes effect at the beginning of the second calendar month after the first day of employment.

7.2 Workers Compensation Insurance

All school district employees are covered by worker's compensation insurance for injuries which occur during their work schedule. Injuries incurred by the employee must be reported within twenty-four (24) hours to their immediate supervisor.

7.3 Unemployment Insurance

Every regular classified employee of the Madera Unified School District is covered for unemployment insurance pursuant to Sections 135.2, 605.2, and 802 of the Unemployment Insurance Code.

7.4 Retiree Insurance

7.4.1 A classified employee who elects to retire is eligible for continued medical insurance equivalent to the current medical plan in effect for all classified personnel.

7.4.2 Eligibility

To be eligible for medical insurance the retiring employee must meet the following requirements:

- ❖ Served a minimum of fifteen (15) years of full time Madera Unified School District service or, for unit members who commence employment with the District after June 30, 2002, a minimum of twenty-five (25) years of full-time Madera Unified School District service.
- ❖ Be at least fifty-five (55) years of age but not more than sixty-four (64) years of age or, for unit members who commence employment with the District after June 30, 2002, at least fifty-eight (58) years of age but not more than sixty-four (64) years of age.

7.4.3 District Contribution

The District's contribution toward retirees medical insurance will be in the same amount as that for the current classified employees coverage.

7.4.4 Retirees Responsibilities

7.4.4.1 The retirees shall be responsible for the same amount of cost for maintaining medical insurance coverage as other classified District employees.

7.4.4.2 The retirees shall notify the District Payroll Department monthly on a District approved form for the purpose of keeping medical insurance current.

7.4.4.3 A retiree shall be covered from the date of retirement until any of the following occurs in order to terminate their coverage:

- a. Retiree reaches their 65th birthday or;
- b. Retiree becomes eligible for Medi-Care or Medi-Cal or;
- c. Retiree fails to pay any of the premium costs assessed or;
- d. The retiree fails to notify the District prior to the last working day of any calendar month or;
- e. Death of the retiree.

7.4.5 Early Retirement Incentive Plan

This plan will be offered to any classified employee who meets the following criteria:

- ◆ Must have served a minimum of fifteen (15) years of full-time Madera Unified School District service.
- ◆ Be at least fifty-five (55) years of age or for unit members who commence employment with the District after June 30, 2002, be at least fifty eight (58) years of age.

Salary Range Factor

| | |
|-------|--------|
| 4-16 | \$5.00 |
| 17-28 | \$6.00 |
| 29-50 | \$7.00 |

(Years of Service X Range Factor X number of months employed per year equals = Annual Amount
Annual amount divided by 12 equals monthly amount for 36 months)

ARTICLE VIII HOLIDAYS

8.1 Eligibility

8.1.1 All probationary and regular classified employees shall be entitled to the holidays specifically listed in the appendix as attached unless specified otherwise.

8.1.2 Except as otherwise provided in this article, an employee must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday to be entitled to holiday compensation.

8.1.2.1 Exceptions

Bargaining unit members whose service assignments do not fall on the day immediately preceding or succeeding December 25th or January 1st holidays shall be paid for those holidays if they are in a paid status during any portion of the

working day immediately preceding or succeeding the holiday period.
Employees will receive an amount equivalent to their regular rate of pay.

8.2 Employee Providing Service

When a classified employee is required to work on a holiday, he or she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay in accordance with Education Code 45203.

8.3 Additional Holidays

Additional holidays will be handled in accordance with Education Code 45203.

ARTICLE IX

VACATION PLAN

9.1 Purpose

Regular Classified Employees are entitled and encouraged to utilize paid vacation for the purpose of rest and relaxation. The objective is the maintenance of employee health and morale.

9.2 Accrual Rate

MONTHS

| YEARS | 12 | 9 | 10 | 10.5 | 11 |
|--------------|-----------|----------|-----------|-------------|-----------|
| 1-4 | 10.00 | 7.50 | 8.50 | 8.75 | 9.25 |
| 5-9 | 15.00 | 11.25 | 12.50 | 13.25 | 13.75 |
| 10+ | 20.00 | 15.00 | 16.75 | 17.50 | 18.50 |

(Vacation pay for a partial year will be based upon actual days worked)

9.3 Compensation Rate

The compensation rate for vacation shall be at the employee's regular rate of pay at the time the vacation is commenced. Vacation compensation shall not become a probationary employee's vested right until completion of the initial six (6) months of employment.

9.4 Holiday During Scheduled Vacation

A classified employee will receive holiday pay if they are so eligible, for any holiday which occurs during the employee's scheduled vacation. The employee will not be charged vacation benefit for the day.

9.5 Vacation Accumulation

Vacation is an employee benefit for the recreation and relaxation of the employee. It is not intended to accrue from year to year for extended vacations. A maximum of ten (10) vacation days may be accrued and carried over to the following fiscal year, after June 30, 1998.

9.6 Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

9.7 Vacation Scheduling

Vacation shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements.

9.7.1 Vacations shall be taken during the fiscal year in which they are earned with the approval of the employee's immediate supervisor.

9.7.2 By March 1, each school/department shall be responsible to establish a school calendar for the following school year (so long as a Board approved calendar is available) with a maximum of three weeks during the year when vacation is not allowed. There must be adequate time on the yearly schedule available for all employees in the department to schedule vacation.

9.7.3 All bargaining unit members shall submit requests for vacation in writing between May 1-30 for the following fiscal year. During this time, vacation will be scheduled by seniority. Employees will be notified of approval/denial by June 15.

9.7.4 Unit members who do not submit their vacation request between May 1-30, will have their vacations approved on a first come, first served basis, consistent with the employer's ability to provide services. Any vacation requests submitted on the same day for the same vacation day shall be approved on a seniority basis.

9.7.5 Whole weeks of vacation shall be given priority scheduling over single days.

9.7.6 Unit members shall be responsible to schedule vacations during the year.

9.7.7 Vacation changes may be made by an employee at any time during the fiscal year, subject to the approval of the supervisor. Vacation changes shall not affect the previously scheduled vacation of any other unit member.

9.7.8 In the event the employer cancels pre-approved vacation days, those days may be carried over. In exceptional circumstances, the employer may approve carryover in excess of 10 days.

9.8 Vacation Carry Over

Maximum days which can be carried over from one fiscal year to another are ten (10) days. Employees with more than ten (10) days carryover must utilize excessive days prior to June 30, 1998.

ARTICLE X LEAVES

10.1 Leaves

The leave benefits in this article are intended to minimize potential economic hardship for classified employees who are eligible and receive approval of the various provisions of this article. The Madera Unified School District and CSEA Local Chapter #169 agree that classified employee attendance is critical to the efficient provision of district services and classified staff morale.

10.2 Sick Leave

10.2.1 Purpose

The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, or quarantine.

10.2.2 Eligibility

An employee covered by this agreement, working five (5) days per week, twelve months per year, shall be annually entitled to twelve (12) days of leave of absence for the purpose of sick leave utilization.

An employee covered by this agreement, working less than a full year, shall be entitled to sick leave in the same ratio that their employment bears to a full year employment.

10.2.3 Procedure

An employee exercising this leave of absence provision, shall notify the District of their need to be absent from service as soon as known, but in no event later than one (1) hour prior to reporting time. The notification described herein shall also include an estimate of the expected duration of the absence.

10.2.3.1 If a unit member is in a position requiring a substitute as determined by the immediate supervisor and he/she does not meet the notification deadline, then the cost of the substitute, if provided, will be deducted from the employee's salary.

10.2.3.2 If the employee fails to notify the District to release the substitute and both the employee and the substitute report to work, then the employee will be sent home that day and the cost of the substitute, if provided, will be deducted from the employee's salary.

10.2.3.3 If it is the opinion of CSEA there are extenuating circumstances regarding Sections 10.2.3.1 and/or 10.2.3.2, the Director of Human Resources will review with CSEA the concern(s) in an honest attempt to resolve the issue(s) in a fair and equitable manner.

10.2.4 Requirements

An employee becoming aware of the need for absence due to surgery or the predictable or priory scheduled cause, shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physicians' statement shall include the beginning date of disability, and the anticipated date of return to active service.

10.2.5 Compensation

Any unused sick leave credit may be used by the employee for sick leave purpose without loss of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for purposes of this policy, shall receive differential pay (regular salary less substitute pay), for a period of not to exceed one hundred (100) days.

10.2.6 Return to Service

10.2.6.1 Immediately upon return to active service, the employee shall complete the District Absence form and submit it to the immediate supervisor.

| | | |
|-----------------|--------------------|-----------------------------|
| 10.2.6.2 | <u>Days Absent</u> | <u>Written Verification</u> |
| | 1-5 | Employee |
| | 6-more | Licensed Physician* |

*Religious clause-statement of certified pastor under penalty of perjury

10.2.6.3 An employee's immediate supervisor may require such evidence concerning the absence as he/she determines necessary to establish its validity. In absence of evidence to the contrary, an employee's word shall be deemed a valid excuse for this article for absences of one (1) to five (5) days. An employee alleged to have taken an invalid sick leave, shall be given, in writing, the evidence against him/her, and an opportunity to respond to the allegation prior to any action taken against him/her.

10.2.6.4 An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well being.

10.3 Personal Leave

10.3.1 Purpose

An employee may request a personal leave of absence for reasons not enumerated elsewhere in this agreement.

10.3.2 Eligibility

An employee covered by this agreement.

10.3.3

Procedure

The employee seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information relating thereto, and the duration of the length of the requested leave.

10.3.3.1

For the personal absence covered under this leave policy, the employee shall submit the request described herein to the Director of Human Resources for recommendation and presentation to the Governing Board for approval or denial.

10.3.3.2

An employee requesting personal leave of absence shall submit the request twelve (12) working days prior to the last Board meeting before leave is to begin to the Director of Human Resources for consideration and presentation to the Governing Board. Response shall be made by the end of the period.

10.3.3.3

Personal leaves of absence without compensation may be granted to a bargaining unit member not to exceed one year at a time, upon the recommendation of the Director of Human Resources. If recommended by the Director of Human Resources, one additional year of leave may be granted. Upon the expiration of the second year of leave, an employee must return to duty within the Madera Unified School District or submit his/her resignation. Exceptions will be considered by the Governing Board upon the recommendation of the Director of Human Resources.

10.3.4

Requirements

An employee shall not accept gainful employment while on personal leave of absence without prior written approval of the District.

10.3.5

Compensation

Any personal leave of absence granted under these provisions shall be without compensation.

10.3.5.1

Employees on personal leave of absence shall be permitted to participate in the District insurance programs at the employee's expense.

10.3.6

Return to Service

10.3.6.1

The employee shall be reinstated to the position and classification held prior to the leave of absence.

10.3.6.2

If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.

10.4 Personal Necessity Leave

10.4.1 Purpose

Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

10.4.2 Eligibility

An employee of this unit who has sufficient unused sick leave credit.

10.4.3 Procedure

Employees shall submit a request for personal necessity leave approval on a District approved form to the Director of Human Resources normally not less than three (3) working days prior to the beginning date of the leave. The prior approval required for personal necessity leave shall not apply to the following reasons:

- 10.4.3.1** Serious illness of a member of the employee's immediate family: "Immediate family" means mother, father, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, spouse, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step-children or step-parents of the unit member and of the spouse.
- 10.4.3.2** Death of a person close to the employee but not included as a member of the immediate family as defined in one (1) above.
- 10.4.3.3** Accident involving person or property of the employee's immediate family.
- 10.4.3.4** Situation or condition involving minor child requiring appearance of parent or legal guardian where previous notice was not possible and another parent or legal guardian is not present or guardian is not present or capable of attendance.
- 10.4.3.5** In case of adoption where it is necessary to process documents or take custody of the child.
- 10.4.3.6** When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure a substitute and shall notify the immediate supervisor of the expected duration of the absence.

10.4.4 Requirements

- 10.4.4.1** An employee may use not more than seven (7) days per year of accumulated sick leave for purposes of approved personal necessity leave. For 2010-2011 and 2011-2012 school years only, personal necessity days are increased to 10 days per year.

An employee shall be allowed to use two (2) of the ten (10) days of personal necessity leave as “no-tell” days only if a sufficient sick leave balance has been accrued.

10.4.4.2 Additional days of accumulated sick leave may be requested from the Director of Human Resources. In making the determination, the Director will consider the severity of the need and the impact of the unit member’s absence on his/her department’s work schedule.

10.4.4.3 Examples of reasons for which personal necessity leave shall not be granted are: political demonstrations, vacation, recreation, social activities, civic, or organization activities, employee association activities, routine personal activities, or occupational investigation.

10.4.5 Compensation

An employee shall receive full compensation for not more than seven (7) days per year of approved personal necessity unless additional personal necessity is granted as per Section 10.4.4.2.

10.4.6 Return to Service

10.4.6.1 Immediately upon return to active service, the employee shall complete the District Absence form and submit it to the immediate supervisor.

10.4.6.2 The Director of Human Resources may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

10.5 Bereavement Leave

10.5.1 Purpose

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family: “Immediate family” means mother, father, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, spouse, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step-children, or step-parents of the unit member and of the spouse.

10.5.2 Eligibility

An employee covered by this agreement.

10.5.3 Procedure

An employee exercising this leave of absence provision shall notify the immediate supervisor as soon as possible, and of the expected duration of the absence.

10.5.4 Requirements

An employee shall be granted up to three days for bereavement

purposes. If travel of two-hundred and fifty (250) to four hundred and ninety-nine (499) miles one way is required, one (1) additional day shall be allowed. If travel of five hundred (500) miles or more one way is required, two (2) additional days shall be allowed.

- 10.5.4.1** A request for leave under this policy for persons outside the definition of immediate family must be submitted to the Director of Human Resources whose decision shall be final.

10.5.5 Compensation

All days of absence used under the provisions of bereavement leave shall result in no loss of compensation to the employee.

10.5.6 Return to Service

- 10.5.6.1** Immediately upon return to active service, the employee shall complete the District Absence form and submit it to the immediate supervisor.

- 10.5.6.2** The Director of Human Resources may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

10.6 Paternity Leave

10.6.1 Purpose

An employee may request a paternity leave when the spouse of the employee is confined for child delivery.

10.6.2 Eligibility

An employee covered by this agreement with sufficient sick leave credit.

10.6.3 Procedure

The employee requesting leave of absence under this provision shall notify the immediate supervisor of the need to be absent as soon as possible, but in no event later than reasonable notice necessary to secure substitute services.

10.6.4 Requirements

- 10.6.4.1** Allowable leave shall be for not more than one (1) day per year.

- 10.6.4.2** Allowable leave shall not be accumulated from year to year.

10.6.5 Compensation

One (1) day of sick leave credit may be used by the employee for paternity leave purposes, without loss of compensation.

10.6.6 Return to Service

Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

10.7 Professional Leave

10.7.1 Purpose

The purpose of professional leave utilization shall be for employees to attend professional conferences, conventions, workshops, and educational seminars.

10.7.2 Eligibility

An employee covered by this agreement.

10.7.3 Procedure

Employees requesting leave from regular district duties for such professional activities shall, upon approval of their immediate supervisor, complete the appropriate application form and submit it to the Director of Human Resources describing the activity and relating it to his/her assigned duties.

10.7.3.1 The written request must be submitted ten (10) workdays prior to the last board meeting before the leave is to begin.

10.7.3.2 Approval for professional leaves must be made by the MUSD Governing Board.

10.7.4 Requirements

10.7.4.1 Class I Leaves

Class I Leaves are leaves granted to employees to attend conferences or conventions which an employee elects to attend to which he/she is sent by the District, for the purpose of acquiring new knowledge and skills having a direct relationship to his/her field of assignment in the District.

10.7.4.2 Class II Leaves

Class II Leaves are leaves granted to employees to attend professional organizational meetings that are a part of the duties of an official position elected or appointed which is directly related to education. The Association's Executive officers may, with the permission of the President of the Association, use professional leaves by submitting the request to the Director of Human Resources for his/her tentative approval or denial.

10.7.4.3 Class III Leaves

Class III Leaves are leaves granted to employees to attend conferences or conventions not directly related to education, but are related to the role an employee must maintain in the community as an active citizen.

10.7.5 Compensation

10.7.5.1 Class I Leave

Full salary credit will be allowed and expenses for meals, lodging

and mileage will be paid by the District upon filing of a District expense form.

10.7.5.2 Class II Leave

Full salary credit will be allowed and a substitute hired, but no additional expenses will be paid by the District.

10.7.5.3 Class III Leave

The cost of the substitute will be deducted from the employee's regular pay, and no expense will be paid by the District.

10.7.6 Return to Service

10.7.6.1 Immediately upon return to active service, the employee shall complete the District Absence form and submit it to the immediate supervisor.

10.7.6.2 The Director of Human Resources may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

10.8 Judicial and Official Appearance Leave (Jury Duty)

10.8.1 Purpose

Judicial and official appearance leave may be granted for purposes of regularly called jury duty, appearance as a witness (in court) other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

10.8.2 Eligibility

An employee covered by this agreement.

10.8.3 Procedure

The employee seeking an official judicial appearance leave shall submit a request accompanied by the official order for approved absence to the immediate supervisor. Such request shall be submitted not less than twenty-four (24) hours following receipt of the official order.

Employees directed to call the court must notify their supervisor regarding the jury status immediately in order for the supervisor to obtain appropriate coverage. The employee must also notify their supervisor as soon as they are released from duty (end of trial/day) so that the substitute may be released.

10.8.4 Requirements

10.8.4.1 An employee may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

10.8.4.2 Employees are to be on duty to the District during any of the days

not required to be in court. Contracted days which require an official appearance for participation are duty free.

10.8.4.3 Employees are encouraged to serve jury duty on non-contracted days.

10.8.4.4 Employees are to have the official jury duty form completed by court official for each jury duty assignment.

10.8.5 Compensation

Any compensation checks received (except mileage allowance, if requested), must be endorsed over to the school district, or the remuneration received shall be subtracted from the employee's regular pay for that period of time. Any compensation earned during a non-contracted day belongs to the employee.

10.8.6 Return to Service

10.8.6.1 Immediately upon returning to active service, the employee shall complete the District Absence form and submit it and the official jury duty form to the immediate supervisor.

10.8.6.2 The Director of Human Resources may require such evidence concerning the leave of absence as determined necessary to establish its validity.

10.9 Maternity Leave

10.9.1 Purpose

An employee may request a maternity leave when she is required by her physician to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom.

10.9.2 Eligibility

An employee of her unit who has sufficient unused sick leave credit.

10.9.3 Procedure

An employee exercising this leave of absence provision, shall notify the immediate supervisor of her need to be absent from service as soon as known, but in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.

10.9.4 Requirements

An employee becoming aware of the need for an absence due to maternity, shall submit a statement from her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.

10.9.5 Compensation

Any unused sick leave credit may be used by the employee for maternity leave purposes without loss of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, shall receive differential pay (regular salary less substitute pay) for a period not to exceed five (5) continuous school months. Only one (1) increment of differential pay shall be allowed for a single and continuous absence that extends into the next school year.

10.9.6 Return to Service

10.9.6.1 Immediately upon return to active service, the employee shall complete the District Absence form and submit it to the immediate supervisor.

10.9.6.2 An employee who has experienced a maternity leave of absence shall be required to submit, prior to returning to active duty, a medical statement indicating an ability to return to her position classification without restriction or detriment to the employee's physical and emotional well being.

ARTICLE XI TRANSFER

11.1 Definition

For the purpose of this article, a transfer is defined as the movement of an employee from one position to another position in the same classification with the same salary range.

11.2 Transfer Types

A transfer may be initiated in either of the following ways: Voluntary transfers initiated by the employee or; District (Administrative) transfers which are not arbitrary or capricious.

11.3 A unit member may request a transfer to a position on the same salary grade level by submitting a transfer request to the Human Resources Office. Such transfer requests shall be considered for one year or until the employee withdraws the request, whichever is sooner.

11.4 When vacancies occur, transfer requests on file shall be reviewed, and all unit members requesting transfer and found to be qualified shall be referred to the appropriate supervisor for interview and consideration.

11.5 District employees with necessary qualifications shall be given first consideration in filling any job vacancy which can be considered a transfer.

11.6 Eligibility Requirements

Criteria to be considered by the District when considering employee transfers shall include:

- ☐ Completion of current probationary period, and;
- ☐ Applicant's knowledge, skills, experience, education, and;
- ☐ The employee must possess the minimum qualifications required for the specific position to which the transfer is sought;
- ☐ Evaluations will be considered, and;
- ☐ Needs of the District, and;
- ☐ If all the above factors are equal, seniority, defined as the date of hire within the classification, shall be the primary factor to be considered.

11.7 Recruitment Procedures

All regular Board approved bargaining unit positions which become vacant and are authorized to be filled shall have recruitment announcements prepared and posted. The recruitment announcements shall be posted on the District Human Resources Office bulletin board for five (5) full business days. The announcement shall also be posted on the bulletin boards at school sites, Transportation and Maintenance Departments, and school cafeterias. Any classified employee who is interviewed for such a transfer, will receive written notification of their status in the selection process.

ARTICLE XII PROMOTION

12.1 Purpose

It is the District's intent to insure the efficient provision of District service and to promote people from within the District who have displayed satisfactory performance and meet the minimum job qualifications. It is a District objective to enhance classified employee career advancement and growth possibilities.

12.2 Definition

For the purpose of this article, promotion is defined as the appointment of an employee to a position in a classification with a higher salary per day, per month, per year, than their current assignment.

12.3 Intra-District Considerations

- 12.3.1** All classified unit member position openings will be posted intra-district for five (5) days. Positions of (3) three hours or less are exempt from this provision.
- 12.3.2** When vacancies occur, transfer requests on file shall be reviewed, and all unit members requesting transfers and found to be qualified, shall be referred to the appropriate supervisor for interview and consideration.
- 12.3.3** District employees with necessary qualifications shall be given first consideration in filling any job vacancy which can be considered a

transfer.

12.4 Eligibility Requirement

All applicants must meet the minimum requirements of the job description to be considered for an interview. The most qualified applicants who apply and meet the minimum qualifications shall be interviewed. The following criteria shall be used in the hiring and promotion of all candidates whether intra-district or from the outside:

- 12.4.1** The efficient operation of the District, as determined by the Superintendent or his/her designee;
- 12.4.2** Seniority, experience, skills and recent training;
- 12.4.3** Recommendation of Administrators or Supervisors.

12.5 Application Procedures

12.5.1 Posting

Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each school and district job site. During any period of time in which a site is not in session, it is the responsibility of the employee to contact the Human Resources Office for potential openings. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees within the unit may file for the vacancy.

12.5.2 Notice Contents

The job vacancy notice shall include the job title, the assigned job site or department, the number of hours per day, regular assigned work shift times and months per year assigned to the position, the salary range, the deadline for filing an application, how to apply for the opening and shall designate if the position is confidential or supervisory. Job descriptions are available in the Human Resources Office upon request.

12.5.3 Filing

An employee in the bargaining unit may file for a vacancy by submitting an application form prior to the deadline to the Human Resources Office. A bargaining unit member on leave or vacation may authorize his/her job representative to file on the employee's behalf. The District will not be held responsible for any application mistakes made by another when filing in the employee's behalf.

12.5.4 Selection

An interview scoring situation which results in a tie between an intra-district candidate and an outside candidate or an intra-district candidate with greater seniority will result in the intra-district candidate or the higher seniority candidate receiving the selection committee's recommendation for the position. All candidates must have successful reference checks and superintendent's designee approval prior to placement on the Board Agenda. All applicants not chosen for the vacancy shall receive an appropriate notification within ten (10) days following Board approval or when reasonably possible.

12.6 Compensation

Employees who are promoted shall be placed on the salary schedule on the step in the higher classification which provides a minimum of a three percent (3%) salary increase; however, under no circumstances will the employee receive more than the highest step of the higher classification.

12.7 Promotion

There will be a designated CSEA member on the interview panel appointed by the CSEA President.

**ARTICLE XIII
ORDER OF LAYOFF, REEMPLOYMENT
AND LENGTH OF SERVICE**

13.1 Reason for Layoff

Unit member(s) shall be subject to layoff for lack of work or lack of funds or any reason allowable by law.

13.2 Notice of Layoff

When, as a result of lack of work or lack of funds, classified positions must be eliminated at the end of any school year, the unit member(s) to be laid off at the end of such school year shall be given written notice not less than forty-five (45) days prior to the effective date of their layoff. Such notice shall include displacement rights, if any, and reemployment rights.

13.3 Definitions of Terms

13.3.1 The definition of "class" for purposes of this agreement are to be a group of classifications relating to the same work in which the employee possesses skills.

13.3.2 The definition of "classification" for purposes of this agreement will be the specific job title of any position held by a unit member.

13.3.3 "Length of service" means seniority shall be calculated by "date of hire" by the District into a bargaining unit "classification" within the "class".

13.3.3.1 "Date of Hire" means the first date in paid status in a "classification". Substitute service is not counted.

13.4 Order of Layoff

Unit members laid off from his/her present "classification" may bump into a lower "classification" within a "class" in which said unit member has greatest seniority.

13.4.1 Whenever a unit member is laid off, the order of layoff in the "class" shall be determined by "length of service". The unit member who has been employed the shortest time in the "class" shall be laid off first.

13.4.2 No bumping may be allowed to a higher "classification" either by salary or

hours unless that "classification" was previously held within eighteen (18) months with a positive evaluation. Seniority at a lower "classification" will not accrue as length of service for a higher "classification".

- 13.4.3** When bumping occurs, it shall be any vacant position within that "classification" or next lowest "classification" within the class. When no vacant position is available, bumping shall occur to the least senior position within the "classification". Reassignment (bumping) into a lower or equal "classification" or position not previously held will require proof of skills and competency for that "classification".
- 13.4.4** Employees who leave bargaining unit into other positions within the District, may have bumping rights into a classified position if bumping occurs. Only the time served in a bargaining unit position will count toward seniority.
- 13.4.5** An employee to be laid off by the District may transfer into a vacant position within a higher "classification" only if he/she meets the requirements for the position as determined by the Office of Human Resources. The Office of Human Resources shall evaluate the employee's skills for the position.

13.5 Equal Seniority

Of two (2) or more unit members subject to layoff have equal classification seniority, then the determination shall be made by lottery to be determined at the time by California School Employee Association #169 and Madera Unified School District.

13.6 Reemployment Rights

- 13.6.1** Unit members laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.
- 13.6.2** Unit member(s) who take voluntary demotions or voluntary reductions in lieu of layoff or to remain in their present position(s) rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the class still apply.
- 13.6.3** Unit member(s) who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff shall be, at the option of the unit member(s), returned to a position in their former class or to positions with increased assigned time in accordance with their proper seniority as ranked on a valid reemployment list.

13.7 Retirement in Lieu of Layoff

- 13.7.1** Any unit member who was subject to being, or was in fact, laid off for lack of work or lack of funds, and who elected service retirement from the

Public Employees' Retirement system, shall be placed on an appropriate reemployment list.

13.7.2 The District shall notify the Board of Administration of the Public Employees' Retirement system of the fact that retirement was due to layoff for lack of work or of funds.

13.7.3 If the unit member is subsequently subject to reemployment, and accepts in writing, within three (3) calendar days, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

13.8 Notification of Reemployment Openings

13.8.1 Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to the Madera Unified School's Chapter #169 of the California School Employees Association by the District, which shall acquit the District of its notification responsibility.

13.9 Unit Member(s) Notification to District

13.9.1 A unit member shall notify the District of his/her intent to accept or refuse reemployment within ten (10) calendar days following receipt of the reemployment notice.

13.9.2 If the unit member accepts reemployment, the unit member(s) shall return to work within two (2) calendar weeks following acceptance of the position.

13.9.3 If the unit member refuses reemployment following his/her receipt of two (2) written notices of District openings, the unit member's name shall be removed from the reemployment list and shall be considered terminated by the District.

ARTICLE XIV CLASSIFICATION AND RECLASSIFICATION

14.1 Definitions

14.1.1 Allocate
Placement of a class on a salary schedule or range.

14.1.2 Class
A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position

assigned to the class; substantially the same requirements of education, experience, knowledge, and skills are demanded of and the same salary range may be applied with equity.

14.1.3 Reallocation

Movement of an entire class from one salary range or hourly rate to another salary range or hourly rate.

14.1.4 Classification

All new positions, unless specifically exempted by law, shall be assigned to the bargaining unit provided that the job duties performed require that they be assigned to the bargaining unit. Existing positions within the bargaining unit shall be placed in a class.

14.1.5 Reclassification

Reclassification shall mean the redefining of a position to account for changes in duties, responsibilities or work that alters the nature of the classification of the position.

14.2 Contents of Request

The employee's request will contain the following:

- ☐ Current Class Title, Salary Range and Proposed Class Title and Salary Range.
- ☐ A listing of the additional duties acquired over a period of time that differs from the current job description.
- ☐ A statement from the employee's supervisor indicating his/her recommendation for such reclassification.

14.3 Request Deadline

Request for reclassification may be initiated by any unit member by November 1.

14.4 Processing the Request

14.4.1 Upon receipt of such request, the immediate supervisor shall investigate the validity of the request and provide the employee with a written response within twenty (20) days.

14.4.2 If the immediate supervisor denies the request, he/she will meet with the unit member and carefully delineate the unit member's responsibilities and duties in writing as contained in the present job description. The immediate supervisor shall structure and direct the activities of the unit member to insure that the unit member works within classification. If the employee disagrees with the immediate supervisor's decision, then he/she may present the reclassification request to CSEA for consideration.

14.4.3 If the immediate supervisor approves the request, the reclassification form shall be submitted by the immediate supervisor to the Human Resources Office and the reclassification procedure as stipulated in

Board Policy 4213 shall be followed.

- 14.5** Responses to reclassification requests at the Director of Human Resources level, will be made on or before ninety (90) days after the request has been received by the Director of Human Resources. The requests that are denied will indicate reasons for the denial in the response to the unit member.
- 14.6** The District and CSEA will meet by March 15 to negotiate the requests for reclassification with dollar amounts to be concluded during negotiations.
- 14.7** All reclassifications are effective upon Board approval of the final settlement between CSEA and the District and the resultant pay adjustment is retroactive to July 1.
- 14.8** Once reclassified, a one (1) year period from the date of formal Board approval shall elapse before the employee may again submit a request for reclassification within that position.

ARTICLE XV GRIEVANCE ARTICLE

15.1 Purpose

The purpose of these procedures is to secure at the lowest possible administrative level solutions to alleged grievances. It is likewise the intention of the parties to encourage as informal and confidential atmosphere as is possible in the resolution of alleged grievances.

15.2 Definitions

15.2.1 Grievance

A grievance is defined as any complaint of a bargaining unit member(s) represented by CSEA and its Chapter #169 which involves the interpretation, application or alleged violation of this agreement.

15.2.2 Grievant

A grievant is a bargaining unit member(s) who is filing a grievance.

15.3 Time Limits

15.3.1 Since it is important that grievances be processed as rapidly as possible the time limits specified at each level should be considered to be maximum. Every effort should be made to expedite the process. Time limits may, however, be extended by mutual agreement.

15.3.2 A grievant who fails to comply with established time limit at a step shall forfeit all rights to further application of the grievance procedure relative to the grievance in question.

15.3.3 Time limits for appeal provided for each level shall begin the working day

following receipt of the written decision.

- 15.3.4** In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if being left unresolved until the beginning of the following school year could result in harm to the grievant or the District, the time limits set forth herein may be reduced by mutual agreement, if the number of grievances and work level of the participants permits, so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

15.4 Processing Procedures

Grievances shall be handled in the following manner:

15.4.1 Step One: Informal Discussion with Immediate Supervisor

- 15.4.1.1** A grievant must first discuss the grievance with the appropriate immediate supervisor. This discussion shall be held within ten (10) working days of the time a unit member knew or should reasonably have known of the alleged grievance. If not, the matter is not subject to the grievance procedure.

- 15.4.1.2** The immediate supervisor shall have five (5) workdays to respond orally to the grievant.

15.4.2 Step Two: Written Grievance to Immediate Supervisor

- 15.4.2.1** If the grievance is not resolved by the immediate supervisor's oral response at the informal discussion level or the response time has expired, a grievant shall submit personally and in writing, the Step Two grievance within ten (10) workdays after the date the response is due from the immediate supervisor at Step One.

- 15.4.2.2** The immediate supervisor has ten (10) working days to respond in writing to the grievant.

15.4.3 Step Three: Written Grievance to Director of Human Resources

- 15.4.3.1** If the grievance is not resolved by the immediate supervisor written response at the Step Two level or the response time has expired, a grievant shall submit personally and in writing the Step Three grievance to the Director of Human Resources within the (10) workdays after the date the response was due from the immediate supervisor at Step Two.

- 15.4.3.2** The Director of Human Resources has ten (10) working days to respond in writing to the grievance.

15.4.4 Step Four: Written Grievance to the Governing Board

- 15.4.4.1** If the grievance is not resolved by the Director of Human

Resources written response at the Step Three level or the response time has expired, a grievant shall submit personally and in writing the Step Four grievance to the Superintendent for Board consideration within five (5) workdays after the date the response was due from the Director of Human Resources at Step Three.

15.4.4.2 The Governing Board shall within thirty (30) workdays schedule a closed session to provide the grievant an opportunity to meet for the purpose of resolving the grievance.

15.4.4.3 The Governing Board has fifteen (15) working days after the conclusion of the closed session to provide the grievant with a written response to the grievance. The Board's decision shall be final and binding.

15.4.4.4 Time limits for an appeal to the Governing Board may be extended through mutual agreement.

15.4.4.5 Nothing herein shall preclude the right of an employee to seek judicial review.

15.4.5 Representation

A grievant shall be present at all stages of the grievance procedure, and have the right to representation. An employee covered by this agreement may present a grievance directly and have the grievance adjusted without CSEA intervention when the adjustment is consistent with the terms and conditions of this agreement.

15.4.6 Miscellaneous

15.4.6.1 Location of Grievance file

All material concerning an employee's grievance shall be kept in a file separate from the employee's personnel file.

15.4.6.2 Employee Participation During Regular Working Hours

The grievant and one representative may present a grievance during normal working hours with no loss of pay or benefits, for grievances processed by Step II and Step III.

15.4.6.3 The District may allow a reasonable but limited number of employee witnesses paid time during the grievance process.

ARTICLE XVI SEVERABILITY

16.1 Saving Clause

If, during the life of this Agreement, any law or any order issued by a Court or other tribunal of Competent Jurisdiction other than the District, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall

be inoperative so long as such law or order shall remain in effect; but, all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this agreement, the parties mutually agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement of such Article or Section.

ARTICLE XVII NEGOTIATIONS

17.1 Notification and Public Notice

If either party desires to recommend altering or amending any part of this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under the Duration Article, provide written notice and an amended proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.

17.2 Commencement of Negotiations

Not more than five (5) days after satisfaction of public notice requirement, and immediately following the next meeting of the Board of Trustees following submission of the proposal, the parties shall set mutually acceptable times and places to commence negotiations.

17.3 Impasse

Impasse shall be treated in accordance with PERB rules.

17.4 Release time for Negotiations

CSEA Chapter #169 shall have the right to designate a team not to exceed (7) seven employees, who shall be given release time to participate in negotiations. Additional unit members will be brought in to participate in negotiations in a non-voting capacity, as needed, to represent those classifications which are not represented on the team.

17.5 Re-opener Clause

This Agreement shall remain in full force and effect up to and including June 30, 2012, with reopeners for 2010-11 on Salary and 2011-12 on Salary, Health Benefits, and two articles selected by each party.

17.6 Ratification of Additions or Changes

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

17.7 During the term of this Agreement the District and CSEA expressly waive and relinquish the right to meet and negotiate and agree that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement except by mutual consent.

17.8 All applicable laws and statutes of the State of California shall be observed during the term of this contract.

ARTICLE XVIII DISCIPLINARY ACTION

18.1 General

18.1.1

All classified employees shall serve a probationary period of 120 actual working days, excluding long-term leaves of absence, following their employment. Any classified employee who voluntarily accepts or is promoted to different classification shall serve a probationary period of 120 actual working days, excluding long-term leaves, in a new classification. Probationary employees may be disciplined and terminated during probation without cause and without a hearing.

18.1.2

Each employee who successfully completes the probationary period shall be classified as a permanent employee. Permanent employees may be disciplined only for cause as provided herein.

18.1.3

Substitute and short-term employees, employed and paid for less than seventy-five percent (75%) of a school year, part-time playground personnel, apprentices, professional experts employed on a temporary basis for a specific project, full-time students employed part-time in any college work-study program, shall not be part of the classified service and may be disciplined and terminated without cause and without a hearing.

18.1.4

"Discipline" includes demotion, reduction of compensation, suspension without pay, involuntary reassignment and termination, but shall not include layoff for lack of work or lack of funds.

18.2 Grounds for Discipline:

Any of the following causes may subject an employee to disciplinary action:

1. Incompetence or inefficiency.
2. Failure to meet or maintain job qualifications and proficiencies.
3. Failure to possess or retain necessary licenses or failure to pass required tests.
4. Insubordination: Including but not limited to refusal to perform assigned work or carry out directions of authorized District personnel.
5. Carelessness or negligence in the performance of duty or in the care or use of District property.
6. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
7. Dishonesty
8. Drinking alcoholic beverages on the job, being intoxicated on the job, or reporting for work while intoxicated.

9. Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, or reporting to work while under the influence of a narcotic or restricted substance.
10. Engaging in political activity on the job or during assigned hours of employment.
11. Conviction of any crime involving moral turpitude.
12. Conviction of a felony.
13. Being charged with the commission of a sex offense as defined in Education Code Section 44010.
14. Being charged with the commission of a narcotics offense as defined in Education Code Section 44011.
15. Absence without leave or repeated tardiness.
16. Abuse of leave privileges.
17. Falsification or misrepresentation of information to the District.
18. Persistent violation of or refusal to obey the rules and regulations of the Governing Board or of the statutes, rules, or regulations of the federal, state, or local governments.
19. Offering anything of value or any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
20. Any conduct bringing disrespect or injury to the District.
21. Abandonment of position.
22. Excessive absenteeism.
23. Advocating the overthrow of federal, state, or local government by force, violence or other unlawful means.
24. Knowing membership in the Communist Party.
25. Physical or mental incapacity.
26. Harassment of co-workers or supervisors.

18.3 Notice and Hearing

18.3.1 If the Superintendent or his/her designee determines that cause exists for the discipline of an employee, the employee shall be given written notice of the determination. The employee may request a meeting with the Superintendent or his/her designee prior to requesting a hearing before the Governing Board.

18.3.2 The notice to the employee shall contain all of the following:

18.3.2.1 A detailed statement in ordinary and concise language of the specific charges against the employee.

18.3.2.2 A statement that the employee has a right to request a hearing before the Governing Board, or third party neutral, within ten (10) workdays after receipt of the notice by the employee.

18.3.2.3 A card or paper, the signing and filing of which, shall constitute a request for a hearing and denial of all charges.

18.3.3 Within thirty (30) workdays following receipt of a timely request, the Governing Board shall hold a hearing, or at its' discretion, may defer the hearing to a third party neutral. If the Governing Board defers to a third party neutral, the third party neutral shall issue advisory findings of fact and conclusions which shall be submitted to the Board for final approval.

The third party neutral shall be selected by the Board, in consultation with the employee or the employee's representative, and shall be on the American Arbitration Association or California State Conciliation Service Panel of Arbitrators.

18.3.4 The President of the Governing Board or if deferred, the third party neutral, shall convene the hearing. The parties to the hearing shall be the District Administration and the employee. Both parties may select representation.

The hearing shall proceed in the following order unless the Governing Board or third party neutral otherwise directs: The District Administration shall present its case, the employee shall present his/her case, the District Administration may present rebuttal and the employee may present rebuttal.

All parties shall be allowed to inspect and obtain copies of all documents offered as evidence during the hearing to confront and question all witnesses who testify at the hearing, and to question all other evidence presented during the hearing, as well as present oral and documentary evidence of their own. Technical rules of evidence shall not apply to the hearing but evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The decision of the Governing Board or if deferred, the recommendation by the third party neutral to

impose discipline, must be supported by a preponderance of the evidence.

18.3.5 All hearings shall be held in closed session unless the employee submits a written request for a public hearing.

18.3.6 If the employee fails to make a timely request of hearing, the Governing Board may act upon the charges without a hearing and without further notice to the employee.

18.3.7 If the employee who has requested a hearing fails to appear at the hearing as designated in the notice, the Governing Board may act upon the charges without a hearing and without further notice to the employee.

18.3.8 If the Governing Board finds that cause exists for the employee's discipline, it may impose any appropriate discipline up to but not exceeding that proposed by the Superintendent.

18.3.9 The decision of the Governing Board shall be final and conclusive.

18.4 Superintendent Authority

Notwithstanding any other provision of these rules, the Superintendent or his/her designee shall have the authority to immediately suspend and remove from service any employee whose continued presence on the job would threaten the safety of persons or district property.

18.5 Notice of Disciplinary Action/Right of Appeal

18.5.1 If the Governing Board approves the recommendation of the Superintendent for disciplinary action, including suspension or dismissal, the employee shall be notified in writing within three (3) calendar days.

18.5.2 Notification to the employee of dismissal or other disciplinary action approved by the Governing Board shall be sent to the employee at the last address of official record with the District by way of U.S. Certified mail, or hand delivered with signed receipt.

18.5.3 No permanent classified employee shall be dismissed, suspended or demoted unless he/she is given written notice signed by the Superintendent or designee, identifying the reasons for the dismissal, suspension, or demotion and the effective dates thereof.

ARTICLE XIX PERSONNEL FILES

19.1 Location

The personnel file of each employee shall be maintained at the District's Administrative Office. The Director of Human Resources is designated custodian of the personnel records.

19.2 Confidentiality

All personnel files shall be kept in confidence and shall be available for inspection only to authorized management employees or the Governing Board of the District in the proper administration of the District's affairs or the supervision of the employee. The District shall keep records indicating all persons who have examined the personnel file other than authorized district personnel, as well as the date such examinations were made. Such records and the employee's personnel file shall be available for examination by the employee or their CSEA representative if authorized in writing by the employee.

19.3 Employee Review Procedures

An employee shall have the right during normal working hours but not during employee duty time to examine and/or obtain copies at (the cost of \$.25 per copy) the cost to the District of appropriate material from the employee's personnel file with the exception of material that includes rating, reports, or records which were obtained prior to the employment of the employee involved.

19.4 Personnel File Contents

Designated personnel who place material in an employees personnel file shall sign the material and signify the date on which such material was presented to the employee. Any written materials placed in a personnel file shall indicate the date of such placement.

19.5 Right to Response

For material proposed to be placed in the personnel file, the employee will have five (5) work days from receipt of the material to be placed in their personnel file to make any signed written comments they wish, which will be attached to the document and placed in their primary personnel file.

19.6 Public Complaints Concerning School Personnel

Material originating from other than designated District personnel, such as unsigned or undesignated derogatory material complaints against employees will be referred to the immediate supervisor. The immediate supervisor shall review and investigate the allegations and make a judgment as to whether the material has merit. If the complaint, after review by the supervisor, remains unresolved, the supervisor shall refer the written complaint, together with the supervisor's report and analysis of the situation, to the Superintendent or his/her designee. The Superintendent's decision shall be final unless the complainant, the employee, or the Superintendent requests a closed hearing before the Governing Board on the complaint. If the employee so requests, an open hearing will be held.

ARTICLE XX EVALUATION PROCEDURES

20.1 It is understood that the main purpose of evaluation is to inform an employee of his/her effectiveness in meeting job performance standards in a manner which outlines both strengths and areas of needed improvement.

20.2 Definitions

20.2.1 Probationary Employee: Classified employees hired to fill authorized

regular positions will be deemed probationary employees during the first 120 work days of their employment. Nothing in this section will preclude an employee already having permanent status in the District from receiving just cause for dismissal.

20.2.2 Permanent Employee: Classified employees hired to fill authorized regular position shall be deemed permanent employees after the 120 workdays of satisfactory performance.

20.3 Evaluations are confidential and are to be developed as follows:

20.3.1 Probationary

20.3.1.1 All probationary members shall be evaluated twice before the end of the 120 workday probationary period with two months between evaluations.

20.3.1.2 At the end of an employee's probationary period, an evaluation will be submitted to the Human Resources Office with a recommendation of retention or dismissal of the employee.

20.3.2 Permanent

20.3.2.1 All permanent unit members shall be evaluated at least once per year.

20.3.2.2 All formal written evaluations shall be completed and submitted to the Human Resources Office by June 1.

20.3.2.3 Evaluation reports will be made in triplicate and one copy will be presented to the employee following an evaluation conference.

20.3.3 The Rater

20.3.3.1 The immediate supervisor rates the employee. This is the person who assigns, checks or reviews and supervises the work of the employee on a daily basis.

20.3.3.2 If an employee has more than one immediate supervisor, then the school/department at which the employee spends a majority of his/her assigned time shall file the evaluation report.

20.3.3.3 If an employee has transferred or been promoted to another position during the year, the present supervisor shall rate the employee.

20.3.4 The Reviewer

20.3.4.1 The principal, department head or designated supervisor, reviews the evaluations of those employees under his/her supervision. The evaluator and reviewer shall discuss the rating report prior to presenting it to the employee.

20.3.5 Rating The Employee

- 20.3.5.1** Ratings of “needs improvement” and “unsatisfactory” must be explained by a statement of facts under the “comments” section of the evaluation. If the supervisor has rated the employee as “needs improvement” or “unsatisfactory”, then the written comments will include suggestions for improvement. The comments section will also include areas of commendation for those employees who exceed standards.
- 20.3.5.2** The employee signs the rating report to indicate that he/she has seen and discussed it with the rater. The employee’s signature does not mean that he/she agrees with the report.
- 20.3.5.3** Evaluations of a negative nature shall not be placed in the employee’s personnel file until the employee has been given five (5) workdays from the date of the evaluation conference, to review and make written comment. The written comment shall be signed by the unit member and attached to the evaluation and placed in the employee’s personnel file. The evaluator shall initial the response to signify he/she has read the response.

20.3.6 Lack of Advancement of Classified Employee on the Salary Schedule

A member of the bargaining unit receiving an overall unsatisfactory rating from a supervising administrator as determined by the most recent annual written evaluation shall be disqualified from any salary increase for the next year, if the following conditions have been met:

- ☐ Supervisor has notified the employee in writing three (3) months prior to evaluation of areas in need of improvement.
- ☐ Supervisor identifies in writing the type of assistance that will be provided to employee to improve identified areas of weakness.

For any subsequent year of unsatisfactory service, said employee’s placement on the salary schedule shall be reduced by one step until either the employee has improved or the District has implemented dismissal proceedings. After two (2) years of unsatisfactory performance the member shall be reinstated to the level he/she would have been should his/her performance been satisfactory.

ADDENDUM A

DURATION

LENGTH OF AGREEMENT

This agreement between MADERA UNIFIED SCHOOL DISTRICT and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #169, is entered into July 20, 2010, and is in effect from July 1, 2010 through June 30, 2012.

ADDENDUM B

HOLIDAYS

The following holidays will be observed during the term of the contract and such declared Board holidays so the total will equal fourteen (14).

| <u>Holiday</u> | <u>Type of Holiday</u> |
|---|-------------------------------|
| Independence Day | Legal – Ed Code 45203 |
| Labor Day | Legal – Ed Code 45203 |
| Veterans Day | Legal – Ed Code 45203 |
| Thanksgiving Day | Legal – Ed Code 45203 |
| Thanksgiving Holiday | Board Declared |
| Christmas Day | Legal – Ed Code 45203 |
| Christmas Eve | Board Declared |
| New Years Day | Legal – Ed Code 45203 |
| New Years Eve | Board Declared |
| Martin Luther King Day | Legal – Ed Code 45203 |
| Lincoln's Day | Legal – Ed Code 45203 |
| Washington's Birthday | Legal – Ed Code 45203 |
| Good Friday (In lieu of Admissions Day) | Legal – Ed Code 45203 |
| Memorial Day | Legal – Ed Code 45203 |

ADDENDUM C

CLASS AND CLASSIFICATION ASSIGNMENT AND APPLICABLE SALARY RANGE

| CLASS: ACCOUNTING | SALARY RANGE |
|-------------------------------|--------------|
| Account Technician I | 19 |
| Account Technician II | 23 |
| Account Technician III | 26 |
| Account Technician IV | 32 |
| Account Technician V | 35 |
| Budget/Accounting Analyst | 38 |
| Buyer | 35 |
| CLASS: CHILD NUTRITION | |
| CN Assistant I | 8 |
| CN Assistant II | 11 |
| CN Technician | 14 |
| CN Manager I | 21 |
| CN Manager II | 25 |
| CN Supervisor | 33 |
| CLASS: CLERICAL | |
| Administrative Assistant I | 21 |
| Administrative Assistant II | 24 |
| Administrative Assistant III | 26 |
| Administrative Assistant IV | 34 |
| Benefit Technician III | 26 |
| Career Technician | 19 |
| CN Cashier | 14 |
| Clerk I | 14 |
| Clerk II | 16 |
| Clerk III | 19 |
| Computer Lab Assistant | 16 |
| GED/Class Exam Coordinator | 19 |
| Human Resources Technician I | 21 |
| Human Resources Technician II | 35 |
| Library Media Technician I | 15 |
| Library Media Technician II | 16 |
| Library Media Technician III | 18 |
| Receptionist | 14 |
| Registrar – Lead | 32 |
| Registrar I | 23 |
| Registrar II | 25 |
| Registrar III | 27 |
| Risk Management Technician | 31 |
| Secretary | 19 |

| | |
|---|--------------|
| CLASS:INFORMATION TECHNOLOGY | SALARY RANGE |
| Computer Operator, Data Entry | 25 |
| Information Technologist Specialist | 40 |
| Network Information Systems Specialist | 35 |
| System Information Specialist | 35 |
| Video Technician | 30 |
| CLASS: PRINTING SERVICES | |
| Print Shop Assistant | 14 |
| Print Shop Technician I | 18 |
| Print Shop Technician II | 24 |
| CLASS:INSTRUCTION | |
| Classroom Aide | 8 |
| Classroom Aide – Preschool | 8 |
| Computer Lab Assistant | 16 |
| Paraprofessional Aide | 11 |
| Paraprofessional Aide/Physically Impaired | 24 |
| Paraprofessional Aide/Special Needs | 13 |
| Paraprofessional Aide – Preschool | 8 |
| CLASS: MAINTENANCE & OPERATIONS | |
| Ag Farm Manager | 28 |
| Construction Project Coordinator | 50 |
| Custodian | 18 |
| Custodian/Pool Maintenance | 22 |
| Head Custodian I | 20 |
| Head Custodian II | 22 |
| Head Custodian III | 24 |
| Head Custodian IV | 30 |
| Head Custodian V | 32 |
| Delivery Person (CN & Warehouse) | 20 |
| Equipment Manager, Field House | 16 |
| Facilities Planning Analyst | 50 |
| Food Handler/Delivery | 20 |
| Grounds Person I | 20 |
| Grounds Person II | 25 |
| Grounds Person III, Lead | 36 |
| Laundry/Custodian | 16 |
| Maintenance I | 26 |
| Maintenance II | 32 |
| Maintenance III | 36 |
| Warehouse Person I | 25 |
| Warehouse Person II | 35 |
| CLASS: SECURITY | |
| Safety Officer | 21 |
| Safety Officer II | 36 |
| Safety Officer Assistant | 15 |

| CLASS: STUDENT SERVICES | SALARY RANGE |
|---|--------------|
| Community Resources Specialist | 39 |
| Gang Intervention Specialist | 39 |
| Home Visit | 18 |
| Human Relations Officer | 40 |
| Outreach Consultant | 39 |
| Parent Coordinator | 18 |
| Wellness and Character Development Specialist | 50 |
| CLASS: TRANSPORTATION | |
| Assistant Dispatcher/Bus Driver | 23 |
| Bus Driver Trainer | 30 |
| Bus Drivers | 23 |
| Bus Driver Plus | 21 |
| Bus Washer/Fueler | 23 |
| Mechanic Tech I | 26 |
| Mechanic Tech II | 32 |
| Mechanic Tech III | 36 |
| Mechanic Tech IV | 39 |

Note: If a classified bargaining unit position is created at a later date, the Association President shall negotiate with the District Representative regarding placement of said position on this schedule.

**MUSD Board Approval
April 28, 2009**

ADDENDUM D

UNIFORMS FOR BUS DRIVERS

Madera Unified School District expects school bus drivers to set an example for the children in our district by dressing in a professional manner. Therefore, the District will provide contracted school bus drivers with a professional uniform. In return, the District expects drivers to wear the assigned uniform in an appropriate manner when driving a District vehicle during their paid duty time. Not wearing your uniform or wearing it inappropriately will be grounds for progressive discipline. Looking professional gains respect from your students, their parents, our community, your peers, and your supervisor.

The uniform shall consist of:

- Navy blue or black pants issued by the District
- White button-up shirt issued by the District
- Optional jacket issued by the District

Appropriate wearing of the uniform means:

- The uniform is to be clean and pressed
- Appropriate footwear should be worn at all times (i.e. no flip-flops, high heels, sandals, open-heel, or open-toe shoes)
- The shirt must cover all garments worn under the white shirt and be light in color so the shirt appears white
- Be dressed in your full uniform and ready to work

Fridays only: Since Fridays are game days at our schools, drivers are encouraged to support Madera High, Madera South High, or their assigned school, by wearing a sweatshirt/shirt that represents that school. You may also wear your previous year's polo shirt on Fridays. This is optional for the driver. You may wear jeans on Fridays. If you are assigned to drive outside Madera on a Friday, you must wear your complete uniform.